## City of Fairfax

## 10455 Armstrong Street, Fairfax, VA 22030

## **Request for Proposal**

PROPOSAL NO.: 14016 (re-post)

PROPOSAL DATE: April 29, 2014

FOR: Parking Violation/Parking Management Information Services System

PROPOSAL DUE DATE: June 13, 2014 at 3:00PM (NO PUBLIC OPENING)

PLACE OF MAILING: City of Fairfax (City Hall)

10455 Armstrong Street

Finance/Purchasing, Room 312

Fairfax, VA 22030

#### \*\*PLEASE NOTE: Pricing Form should be submitted in a SEPARATE sealed envelope

PURCHASING CONTACT: Katrina Cypress, Buyer

TELEPHONE: 703-385-7875

EMAIL: <u>Katrina.Cypress@fairfaxva.gov</u>

PROJECT MANAGER CONTACT: Kevin Bowser, Crime Analyst/Photo Red Light

TELEPHONE: 703-293-7102

EMAIL: Kevin.Bowser@fairfaxva.gov

REQUIRED:

Statement of Disclaimer - See page 25

Pricing Form (to be submitted in a SEPARATE sealed envelope) - See page 26

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS OFFICE AS SOON AS POSSIBLE.

Name of Bidder:\_\_\_\_

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#### **SECTION 5.0**

#### Scope of Services

#### Overview

The City of Fairfax has instituted a comprehensive and integrated approach to parking management. The purpose of this procurement is to solicit bids for an automated Parking Violation/Parking Management Information Services System (PVPMISS). The PVPMISS must integrate and support every facet of parking ticket and parking management elements from ticket procurement to final disposition.

Approximately 4,000 tickets are issued within the City on an annual basis. Approximately \$105,000 dollars annually are collected. The vendor must provide the city with archived ticket data as requested by the City.

The City requires that the functions associated with parking violation ticket record keeping, processing, adjudication, collection and enforcement are integrated into a unified, comprehensive, turnkey system which must follow state guidelines and procedures for the collection and maintenance of parking violation receivables provided for under the Commonwealth of Virginia Law. Unless specified otherwise, the city expects and requires that the vendor have all specified systems, applications, processes, equipment, staffing and other requirements fully operational in a highly efficient and effective manner on the date that the vendor assumes responsibility for the City's PVPMISS.

The components of the PVPMISS system support and provide a critical revenue source to the financing of the City. Any failure or delay in providing the necessary services that generates a reduction in the City's revenue attributable to factors under the vendor's control will be considered potential grounds for termination of the contract. Upon notification by the City of such a situation, the vendor will have 7 days to respond by resolving the problem or identify a solution with a longer schedule for the City's review and determination on whether it will be accepted. If the vendor fails to resolve or provide a plan acceptable to the City to resolve the problem, the City will initiate termination proceedings.

Key components of the system include:

- a. Registrant data acquisition from the Virginia Department of Motor Vehicles (DMV) as well as other states:
- b. Electronic interface with VA DMV registry hold program;
- c. Consolidated cashiering system with adequate audit trails, edits and controls on all financial transactions:
- d. Management reporting including enforcement unit management reports;
- e. Lockbox Services;
- f. Document image processing and workflow management;
- g. On-line service delivery for payments, adjudication, permit issuance;

#### **SECTION 5.1**

#### System and Functional Requirements of an Integrated PVPMISS

The Vendor is required to provide a PVPMISS that includes the following functions:

- a. Performs the automatic calculation and assessment of penalties to violations not paid within pre-defined time limits:
- b. Performs the automatic backing-out, holding in abeyance, and reactivation of penalties;
- c. Performs predetermined time based activities and updates the violation status for the next appropriate/applicable event;
- d. Conducts real-time editing of transactions entered through the on-line environment;

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e. Maintains a history of system generated events and processing transactions that can be viewed on-line;

#### **SECTION 5.2**

## **Parking Ticket Pick-Up and Control**

Employees of several City of Fairfax Departments issue tickets either by using a paper-based ticket book or by a hand-held device. Paper based tickets are to be received by the vendor for processing and data entry either by accepting scanned images or paper copies from the City. The Contractor shall be responsible for reconciling differences between the number of violations received from the City and the number of violations actually processed and updated to the master violation file. Hand-held generated ticket data is electronically transferred to the Vendor's premises and must be in the system by start of business the following day.

#### **SECTION 5.3**

## **Parking Ticket Data Entry**

The Vendor must perform data entry of the information from all paper tickets into the PVPMISS database. Paper Ticket information must be entered into the database within one business day of delivery to the Vendor's premises. A sample of the paper ticket is included as Exhibit (xxxx). During CY13 the City wrote 200 paper tickets.

#### **SECTION 5.4**

## **Updating Tickets to the On-Line and Master Files**

The Vendor, within one working day of receiving the 'Daily File' of newly entered information from all paper tickets, must add this information to the Master Violations File and match the vehicle registrations appearing on the issued tickets against the records in the Master Violations File. The Vendor is responsible for validating the information entered from the ticket including registration data. If the registration ticket matches an existing record in the Master Violation File, the Vendor will add the ticket data to the existing plate record. If the registration does not match an existing record in the Master Violation File, the Vendor will add the ticket data to a newly created registration record. The Vendor will make the new ticket data available for online access and system usage once it has been added to the Master Violation File.

#### **SECTION 5.5**

#### **Lockbox Processing Functions**

The Contractor must process all parking violation payments mailed into the lockbox. The Contractor shall rent a post office lockbox, the contents of which shall be removed by the Contractor via bonded messenger at the beginning of each processing day. All payments received by the vendor must be processed at the Lockbox the same day that they are received and all cash and checks must be deposited by the next morning.

The Vendor is responsible for (a) the receipt and routing of all lockbox mail, (b) the processing, accounting and daily deposit of lockbox payments, c) the routing of parking ticket related correspondence, and d) the scanning of parking ticket related correspondence.

The following payment types must be accepted:

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- a. whole and partial ticket payments
- b. multiple whole and multiple partial ticket payments

The Vendor shall establish procedures to ensure that:

- a. all mail retrieved at the post office lock box is delivered to the processing facility / location
- b. all mail is correctly sorted and batched
- c. the City receives all correspondence on a timely basis
- d. the entry of payment information is accurate
- e. all batched payments submitted to processing staff are subsequently processed
- f. all processed payments are correctly updated to the system
- g. all items rejected during batch update are recorded, including subsequent re-entry of such

items.

The Vendor shall maintain effective security over cash, checks, and terminals. This includes the timely depositing of any cash payments received and the control of error correction capabilities.

The Vendor shall reconcile amounts paid, amounts posted/applied to the PVPMISS, and amounts deposited. Further, the Vendor shall provide the City with all pertinent back-up documentation of each transaction listed on all bank statements (e.g., daily lockbox deposit slip copies, all bounced check bank listings, any and all credit/debit items, all wire transfer activity, etc.; and copies, front and back.

## **SECTION 5.6**

# Fees Paid to Vendor and Payment Processing

- a. Vendor shall have the right to receive compensation in the amounts and according to the processes set forth in Exhibit D attached hereto.
- b. Vendor shall invoice, on a monthly basis, the City for all applicable fees according to the fee schedule delineated in Exhibit (xxxx). Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. In addition, City shall have access to the financial reporting functions of Vendor's system upon City's request.
- c. All funds collected by Vendor for Violations shall be held by Vendor until distributed pursuant to this Agreement. Vendor will net out fees to which it is entitled as outlined on Exhibit D and will distribute remaining funds to the City on a monthly basis, it being the specific and stated intent of the parties to this Agreement that the City shall never tender any payment directly to Vendor (other than the City Termination Liability Obligation, if applicable). The City may change the frequency of funds distribution upon 30 days prior written notice to Vendor.

#### **SECTION 5.7**

#### Required Screen Data - Customer Service Inquiry Screens

The Vendor must provide detailed and comprehensive on-line inquiry screens to support numerous general and universal inquiry and customer service functions. The Vendor shall provide general inquiry screens containing data from all systems and system elements including:

- a. Noticing;
- b. Disputes and Adjudication
- c. Boot and Tow;
- d. Both Summary and Detail plate and ticket information;
- e. Correspondence and Notice detail for all tickets:
- f. DMV ownership information and Non-Renewal Information;

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g. Batch update detail;

#### **SECTION 5.8**

## **Correspondence and Parking Ticket Dunning Notice System**

The Vendor must provide a comprehensive Notice System for the collection of parking tickets. The Notice system must be fully integrated with all elements of the PVPMISS. System requirements include:

- a. a primary Virginia and out-of-state noticing program;
- b. additional noticing;
- c. a Special Collections Noticing System;
- d. a Notice Management System;
- e. comprehensive Mail House services;
- f. comprehensive quality control and the processing of returned mail.

The Vendor must record in the Master Violations File the mail date/s and Notice type/s of all notices mailed in relation to each violation. The Vendor must also maintain proper documentation of all Noticing activity and provide the City with such documentation in accordance with a schedule determined by the City. The Vendor must indicate in the master file any notices returned by the postal service. The City will provide specifications to the vendor as to the form, content, sequencing, and timing of all notices that are mailed to violators with outstanding violations. The City sends a variety of correspondence letters to violators. In CY13 the City's vendor mailed 1,003 notices regarding a total of 3,950 tickets.

#### Mail House Function

The Vendor shall be responsible for the timely mailing of all notices, parking permit renewal letters and correspondence using First Class mail. These shall be delivered for mailing to the U.S. Postal facility no later than twenty-four (24) hours after the <u>printing</u> of the notices. The vendor is responsible for stuffing envelopes and all costs for the mailing of notices and correspondence including stationery, forms, notices, envelopes, pre-addressed return envelopes, printing, mailing services, first class postage, etc. All such costs must be included in the Vendor's total bid.

#### **SECTION 5.9**

#### **Boot and Tow System**

The Vendor shall provide an integrated "Boot and Tow" system module that performs the following functions:

- a. Automatically determines those vehicle registrations which are eligible for seizure. Currently, a vehicle is eligible for seizure when it has (x) or more unpaid tickets which have all exceeded the payment due date by more than (xx) days of the ticket issuance date.
- b. Automatically changes the customer's account status to reflect that the vehicle's registration has now become "boot eligible."
- c. That upon review of the customer's account by City staff, the status can be changed from "Boot Eligible" to "Boot Eligible Under Dispute" or "Boot Eligible Partial Payments" when the staff see active disputes have been initiated on the unpaid tickets or partial payments have been posted to the unpaid tickets.
- d. That upon review of a customer's account that has been deemed "Boot Eligible" by the system and City staff determine that there exist other registrations under the same customer's name or license number, the status can be changed from "Boot Eligible" to "Boot Eligible More Plates"
- e. That upon review of an account deemed boot eligible and City staff initiate the actual "booting" or immobilizing of the vehicle, monetary transactions take place within the PVPMISS to reflect a "Boot Fee"

and a "Storage Fee" to the customer's account. These fees are currently advertised as (xxxx) for the boot device and (xxxx) for the 1 day "storage" subject to change by the City at any time with sufficient notice to the public.

- f. That for each day after the placement of the boot device, an additional "storage" transaction of (xxxx) be charged on the account up to a maximum and cumulative storage charge of (xxxx) and that there be separate transaction records indicating "Storage 1", "Storage-2", and "Storage-3".
- g. That each monetary transaction on the account be part of the cumulative amount due from the customer and that each monetary portion of a booting transaction be capable of being adjusted individually so that the (a) boot fee (b) storage-1 (c) storage-2 and (d) storage-3 can be debited or credited per item.
- h. That upon review of a customer's account that has had a boot device placed and the determination is made to have the vehicle "towed", the status can be changed to "Towed" and a "Tow Date" can be reflected on the customer's account and a "Towed To:" designation can be applied by the staff along with a 30 character field indicating the appropriate and user defined "Towing" company.
- i. That every week the vendor shall generate a list of all vehicle registrations that are boot eligible and that City enforcement personnel will utilize the list to identify vehicles to seize and that the list shall be in alphabetical order by state of registration then by plate number within the state and that it shall contain, at a minimum, summary license plate volume and dollar amount information by the state. The City reserves the right to alter the format of the Seizure List.
- j. That the boot eligible vehicle registrations will be downloaded to the handheld ticketing units on a daily basis and the Parking Control Officers will receive notification if tagging a boot eligible vehicle.
- k. That the removal of the boot based upon extenuating circumstances or management discretion will generate a reversal transaction of each element of the previously generated monetary transaction that the booting action initiated and any additional storage charges applied.

#### **SECTION 5.10**

## Pay-By-Phone and Pay-By-Web Applications

The Vendor will provide a Pay-By-Phone operation including software, support and maintenance capable of handling, at a minimum, credit card payments. The pay-by-phone voice response application must allow callers to make payments for outstanding tickets via credit card by a touch-tone telephone on a 24 hour, 7 day a week basis. Pay-by-phone features must include:

- a. the option to pay a single ticket by entering the ticket number,
- b. the option to pay multiple tickets appearing on a notice by entering the notice number, and
- c. the option to pay the total amount due on a registration with either the ticket number or notice number.

## Pay by Web Application

The Vendor will provide a Pay-by-Web application including software, support, and maintenance capable of handling credit card payments. The Vendor will be required to provide access to the Pay-By-Web application via the City of Fairfax website (<a href="www.fairfaxva.gov">www.fairfaxva.gov</a>). The Web interface must be consistent with the overall design of the City of Fairfax web site.

Credit Card Processing Requirements for Pay-by-Phone and Pay-by-Web Applications

All credit card payments made by phone or web will be transfers via the merchant bank or clearinghouse to the designated bank account. The vendor is responsible for insuring real-time authorizations of all credit card payments. Daily audit and reconciliation reports must be provided. All payments must be updated on-line real-time to the database.

The Vendor is responsible for providing the highest level of security for Credit Card holders who are using the Pay-by-Web and Pay-by-Phone applications and its credit card processor must be compliant with the Payment Card Industry (PCI) Data Security Standard.

The City requires that the vendor allow the option of transaction and merchant fees paid either by the consumer (convenience fee) or bill directly to the City.

#### SECTION 5.11

## **Management Information System**

The Vendor must provide a wide ranging set of integrated reports covering:

- a. Issuance;
- b. Noticing;
- c. Financial Transactions;
- d. Operational;
- e. Enforcement Management
- f. Accounting;
- g. Residential and other Parking Permits
- h. Management Control for the administration of the PVPMISS.

These reports are critical to the successful operation and management of the City's Parking Services and Parking Enforcement programs. Therefore, the reports required under this scope of services must be available to City staff in final form and operation on the date the vendor assumes responsibility for the City's PVPMISS. The City will compare the data in all reports to the data in the same report from its current vendor. The conversion to a new vendor will not be deemed complete until the City determines that any variances are explained to its satisfaction. All reports must include data regarding all tickets and permits contained in the City's database regardless of the date of issue. All ad hoc reports must at a minimum include all query options currently available to City staff. All Parking Control Officer Activity Reports must be in the same format as the reports currently used by City staff. All other reports must be as close as possible to the formats currently used by City staff and must contain the same data elements.

All reports must be available for on-line viewing. All reporting systems must work on any computer with internet access without any software needing to be installed on the computer aside from a web browser and must be independent of the vendor's parking ticket database so that users who do not have access to the database can access all reports. The Vendor will deliver hard copies of all reports requested by the City within one workday of their run dates. Several types of reporting systems are required:

- 1. Pre-programmed routine reports that provide specific information on a recurring schedule.
- 2. An ad hoc reporting system allowing the City to run reports after selecting criteria to create specific, customized queries.
- 3. Business Objects or an equivalent business intelligence reporting system that provides the ability to select previously created and saved reports, change parameters and then re-run the report. The system must also allow the City to create its own reports using common business terminology without the need for specialized computer programming knowledge. The system must permit drilling down, slicing and dicing (dragging icons and objects to arrange data for charts and reports), ranking and filtering (reports that illustrate selected data and hide other data without re-running reports), and creating charts and graphs, etc. Users must be able to save reports to their own files or shared files and to send reports via email to others when they are run or on a scheduled basis.
- 4. Digital dashboard reports that provide a snapshot of trends and performance through the use of visual presentations of specific data. Dashboard reports must include the ability to drill down to lower level data.

Bidders must provide a list of all pre-programmed and ad hoc reports currently available in their system.

#### SECTION 5.12

#### **Production Schedules**

The Vendor shall prepare a detailed monthly production schedule that includes:

a. file processing

b. report generation, such as scheduled management information reports, on-line claims processing related reports, and all scheduled reports relative to any systems for which the Vendor is responsible

c. transaction cutoff periods

d. notice mailing

e. Name and Address requests and re-requests from the DMV f. Registration and License "mark" requests and re-requests

g. Registration and License "clear" requests and re-requests

h. Boot and Tow System seizure eligible list (boot book in hard copy and machine readable form)

Such schedules must be available to the City at least ten (10) days before the beginning of the month of scheduled production. The Vendor must also provide, no later than two weeks following each preceding month, a report of actual production activity.

#### **SECTION 5.13**

## Network Capability, Equipment, Service, and Supply Requirements

The Contractor shall provide the City with the following equipment and shall bear the cost of purchasing and/or leasing, maintaining, and servicing such equipment. The Contractor shall contract with its equipment and supplies contractors to obtain service agreements, requiring such contractors and suppliers to respond within 8 hours (or one business day), of a reported equipment failure. In the event of prolonged equipment failures (8 hours or more), loaner devices will be supplied to The City. The Contractor will be the sole source for all service and support requests generated by The City. During the term of the contract, the Contractor shall provide scheduled new releases of handheld and communications software.

- a. Multifunctional data communication devices, required to operate all systems and applications. This Includes handhelds and / or mobile computers.
- b. Servers and / or server based applications, necessary to work with all mobile devices.
- c. Workstations and/or workstation based applications, necessary to work with all mobile devices and servers.
- d. The Contractor shall be responsible for supplying violations, notices, and sufficient paper for HHD's.

The Contractor shall provide parking violation tickets in sufficient quantities to ensure the availability of tickets for the purposes described herein. The Contractor shall also contract for the purpose of parking tickets, processing forms, noticing forms and envelopes. The number of tickets, processing forms, notices and envelopes will be determined by the City at the time of the Contractor's purchase request.

#### **SECTION 5.14**

## **System Availability and Response Time**

The City must have a minimum aggregate 98% uptime availability on each terminal between the hours of 7:00 a.m. and 8:30 p.m. Monday through Friday. In addition, the vendor must provide 24/7 portal access

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via web browser to view information in all of its PVPMISS system and run reports (except for DMV access unless it becomes accessible via web browser) by authorized City officials. The Vendor shall notify the City of any scheduled downtime to take place at least one week before such downtime is to occur and that it be scheduled during off-peak production hours.

Pay by Web and Pay by Phone shall be available and operational 24 hours per day, seven days per week. Email addresses or phone numbers of users accessing the system via web or pay by phone shall not be released to any third parties by the Vendor.

The Vendor shall notify the City of occurrence of all downtime and shall report the causes and expected duration of such downtime and the remedial measures being undertaken. The City shall provide to the Vendor a list of the department and persons to be notified and the appropriate telephone numbers. The Vendor shall also notify the City of any foreseeable or anticipated downtime at least one hour before such downtime is to occur.

The Vendor shall maintain a daily log of system downtime and shall furnish the City with a monthly downtime summary which pertains to the City's network only.

#### **SECTION 5.15**

#### **File Archive**

At the City's written request and not less than 180 days from the date of <u>payment in full or other final</u> <u>disposition</u> of a parking violation, the Vendor may archive such violation from the PVPMISS for the purpose of creating additional file storage capacity. The Vendor shall also be required to archive skeletal records. The Vendor, at the City's direction, may also archive <u>non-final dispositions</u> of parking violations from the PVPMISS for the purpose of creating additional file storage capacity and processing efficiencies.

The Vendor must retain all information in the Master Violations Database on storage media, approved by the City, for auditing and reporting purposes. The Vendor shall provide the capability for City staff to view via an application system all ticket data elements archived including all future archives. Archive data shall be available via ticket number, vehicle registration and registrant name. The Vendor must be able to restore such archived violation information for all archived tickets to the PVPMISS at the City's direction.

Upon archiving of violations, the Vendor shall notate the affected vehicle registration files with an "archive indicator" to be displayed through on-line inquiry access.

#### **SECTION 5.16**

## Provision of Complete Services to all Tickets on the Database

The Vendor shall be responsible for providing complete services as required in this scope of services to violation tickets issued prior to the effective date of the contract i.e., pre-contract tickets. All services, functions and system elements provided to those tickets submitted for processing on or after the date of contract must be provided to pre-contract tickets.

The provision for complete services for pre-contract tickets is an inalienable responsibility of the Vendor. The City will not reimburse the Vendor for services delivered on these older tickets other than applicable payments for notices sent and tickets paid.

#### **SECTION 5.17**

## **Performance Reporting**

The Vendor must implement and operate a system for recording, monitoring and responding to all complaints and requests by the City relative to the Vendor's performance and obligations with regards to the PVPMISS. This includes:

- a. Procedures and reporting formats to track and respond to all requests and complaints in a systematic and timely manner.
- b. A Managerial summary, implementation plan, and comprehensive project analysis for each request or complaint.
- c. A listing of all active requests or complaints, the status of each request or complaint and the targeted completion date of each request or complaint.

#### **SECTION 5.18**

## Complete and Comprehensive Back-up

The Vendor must provide complete back-up systems and capacity for all on-line systems including hardware, software, communication lines and other equipment.

The Vendor must retain sufficient back-up files so that reconstruction of all processing activities can be accomplished for audit purposes and emergency situations.

The Vendor must provide for the duplication of all programs and files and those programs and files subsequent movement offsite from their data processing facility to ensure copies are available in the event the originals are destroyed.

The Vendor must provide for alternate processing arrangements or locations to ensure that processing could continue in the event of damage or destruction to the Vendor's data processing facility(ies). Detailed plans shall exist to provide for an orderly move to the alternative site. Test processing shall be completed periodically at the recovery site to ensure continued equipment compatibility, to train employees and to identify weaknesses in the contingency plan. Testing shall be comprehensive and shall approximate actual processing requirements.

#### **SECTION 5.19**

## **Training**

The Vendor must conduct instruction and training of City personnel in connection with all of the services including system enhancements and subsystems, for which the Vendor is responsible, hereunder. The Vendor shall, at the City's request, develop, review, and edit training manuals for use in training City staff.

## **SECTION 5.20**

## **Test System**

All system modifications, enhancements, or other changes must be properly tested by the Vendor and shall be approved by the City before their implementation.

The Vendor shall provide comprehensive test files or test system to test both batch and on-line systems and shall provide the City with actual test results before implementing any significant system changes.

The Vendor shall develop a System Test Plan and submit the plan to the City for approval. Testing activities must address all aspects of the Vendor's responsibilities and functions of the system, including terminal, communications, software, operating procedures, user procedures and other documentation. Procedures should be included in the plan to verify and certify the functions and quality of the PVPMISS and to ensure that the system performs according to the specifications.

Specific Vendor Responsibilities Include: Develop a test matrix to include transactions, conditions, and desired results:

- a. Develop test data files
- b. Perform and document unit tests and submit to the City for approval
- c. Debug each program
- d. Conduct system test involving all functions and interfaces
- e. Document the final system test and submit to the City for approval

## System Testing Phase Milestones:

- a. City approval of the test plan
- b. Accurate processing of complete test data package
- c. City approval of the system test

#### **SECTION 5.21**

## **Recovery from Catastrophic Failure**

Recovery from catastrophic failure is defined as those corrective efforts undertaken at the computer site as a direct result of a natural disaster (e.g., fire or flood) or other catastrophe which has caused either disruption of services to the City for extended periods of time or loss of data.

The Vendor must take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster does disrupt the system, the Vendor must have a detailed, City approved, recovery plan in place, tested and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards.

#### **SECTION 5.22**

# Organization and Personnel

Vendor will describe its project organization both for startup and ongoing operations. Vendor must include all positions in the organization including number of staff and location. Vendor must include the names and resumes of all key personnel.

Systems Development Services

From time to time on an ongoing basis and in consultation with the Senior Project Analyst, the City will request modifications, enhancements, application revisions, reports and system upgrades that need to be implemented into the PVPMISS. The vendor must provide the necessary resources to do so and implement the changes described above at no cost to the City beyond the prices quoted for this contract.

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#### Consultant Services

The Vendor must provide Consultant Services for various traffic and parking operations and management. These services include:

- a. assistance in the development of training activities of parking ticket writers,
- b. training of personnel and supervisors,
- c. monitoring ticket issuance and factors impacting issuance,
- d. analysis and development of issuance routes,
- e. analysis of productivity.
- f. information on new approaches and systems
- g. studies and analysis of current City operations.

#### Right to Refuse Personnel

The City reserves the right to refuse any individual(s) in the Vendor's employ including subcontractors if the City is not satisfied with their performance or personality conflicts arise with City personnel.

#### **SECTION 5.23**

#### Conversion

This bid document requires that, in the event the Selected Vendor is not the Existing Vendor, the Selected Vendor's violation processing database be initially loaded from a master file residing with the Existing Vendor's system. The Vendor shall be required to interface with the Existing Vendor to conduct conversion activities. All data elements, including scanned workflow management documents and images, must be converted and remain fully integrated into the new system.

Conversion will be determined to be completed when the system performs according to the standards of the City. It will be the Selected Vendor's responsibility to accomplish all programming and testing to ensure that the conversion has been successfully completed. It will be the City's/ Existing Vendor's responsibility to supply the data, as is, from the existing parking violations databases and for conversion purposes to define the storage formats and describe the data elements stored in the databases.

The Selected Vendor (and by necessity, Prospective Vendors) shall propose a comprehensive data conversion plan to convert from the existing Vendor's system to the selected Vendor's system. This plan shall include, but not be limited to, all responsibilities of the Vendor, the City, and the existing Vendor in the conversion effort; how the conversion will be accomplished; the conversion timetable and work schedule; and how the accuracy of the conversion effort will be measured.

It should be noted that the City requires a comprehensive and detailed discussion of: the capture of data to be converted, and the subsequent use of captured and converted data. Towards this end, bidders shall be advised that the data and information requirements of the City set forth in this bid document are substantially representative of the current data and information fields that would need to be captured, converted and utilized.

Upon completion of the contract term, the Vendor shall support the transfer of data in the event that the contract is terminated or has expired and a new Vendor is selected. Additionally, the Vendor shall be required to provide any data or information required by the City to prepare a bid document and execute a succeeding contract, to include but not be limited to current and projected baselines, computer utilization, forms utilization, definition of storage formats and description of data elements stored in the databases.

Name of Bidder:	

#### **SECTION 5.24**

## **Hand-Held Electronic Ticket Writing Devices**

#### Vendor Provision of HHD's

The Vendor shall be responsible for providing, implementing and supporting portable data terminals that provide a one piece solution, base stations and any and all hardware, including installation and site preparation, necessary for the optimal performance of such devices (herein after referred to as 'HHD's) as a primary means of issuing parking tickets. The City employs two (2) Parking Enforcement Officers that will be assigned devices issuing approximately 90% of the tickets issued in the City of Fairfax. The City's objective for automating the ticket issuance process is to enhance the quality of the parking tickets issued by Parking Enforcement Officers and to improve the efficiency of effectiveness of the enforcement capabilities. The City may require HHD's in the future to be capable of utilizing various technologies such as wireless (radio frequency) transmission to the Vendor's host computer for selected parking ticket data and scanning of vehicle information (i.e. via barcode or similar) from inspection or other stickers. In all cases, however, HHD's shall be capable of retaining parking ticket data in the device for later transmission to the Vendor's host computer system in the event of transmission interruptions should the City utilize this communication option.

Prospective Vendors are directed to refer to the entire section of this RFP entitled "Parking Ticket Pick-up Receipt and Control", and in particular, subsection, "Issuance Profile", and the entire section of this RFP entitled "Parking Ticket Data Entry", and in particular, subsection, "Information Foundation and Zero Defect Objective", for information and requirements relative to ticket issuance and update and the entire section of this RFP entitled, "Lockbox Processing Functions", as well as the scanning of barcodes affixed to the Resident Parking Permit for the purpose of Resident Parking Permit number validation and/or other uses, if required.

"Lockbox Processing Overview", for information and requirements relative to ticket issuance, update and automated (OCR) payment processing.

The Vendor shall identify in detail how it will comply with the requirements stated in this section. Further, the Vendor shall identify in detail how it will support this specific application with technical staff including staff that will be available to be on-site for installation, including site preparation, training, and start-up as well as on an on-going basis throughout the life of the contract entered into pursuant to this RFP. HHD support personnel shall have current industry certifications and appropriate experience to fully support all networking, hardware and software platforms utilized. Hand-held support personnel shall be responsible for coordinating system modifications with City staff (as well as any paper and/or envelope suppliers utilized by the City) and contractor technical personnel, troubleshooting problems including hardware and application problems, and training City staff. The Vendor shall be responsible for ensuring accurate, automated payment process of HHD issued parking tickets via the Vendor's Lockbox processing facility and equipment. The Vendor shall provide the City with an implementation plan to ensure a smooth implementation of the hand-held technology as proposed.

## **Equipment Requirements**

Although current deployment levels are discussed elsewhere, the Vendor shall be responsible for providing two (2) HHD's with all required hardware, software and other equipment and services to support ticket issuance by the City of Fairfax Police Department's Parking Enforcement Officers.

## Repairs and Replacement of the HHD's and Supporting Equipment

The Vendor shall provide repairs and full replacements for all hand-held devices, including printer components, damaged, lost or otherwise rendered inoperative, for any reason. The Vendor shall replace

devices determined by either the hardware supplier or the City to be beyond repair. Such replacement devices shall be new and shall be fully configured and operational when delivered to the City. The Vendor shall refer to the section of this RFP entitled "Network Capabilities and Other Equipment, Service and Supply Requirements" for a further discussion of service requirements.

## Transmission Cradles/Devices and Chargers

The Vendor shall be responsible for supplying sufficient cradles, chargers, docking stations or the like, to support the hand-held devices. The chargers and cradles shall be connected to the minimum number of base stations to allow for optimal transmission of data and unit charging with minimal processing time. Wireless Technology application is required. The area where the handhelds will be supported with the proper electrical output will be supported by the City and will work with the vendor to accommodate this type of infrastructure.

### **Batteries**

The Vendor shall be responsible for supplying sufficient batteries to support the hand- held devices. This shall include spare batteries to allow for battery change-outs as necessary. The Vendor shall specify minimum battery life standards. An external, charging cradle, used to charge the batteries while they are in the unit shall be provided. Rechargeable battery packs must be able to provide power for a minimum of eight (8) hours of continuous usage in a parking enforcement environment without changing or recharging batteries. The system must have a power saver feature that, when the system is operating on batteries, automatically goes into "sleep" mode after a period of idle time, which can be specified. Interface Capability, Communication, Connectivity, Downloading, Uploading

The Vendor shall be responsible for providing all interface and network capability between the base stations, the Vendor's processing location(s) and the hand-held devices. The system must offer the capability of direct host communication with multiple hand-held units that allows for simultaneous data transfer to multiple hand-held devices in a totally automated fashion via a minimum number of base stations. The system will provide the customer the capability of placing the target workstation into communications mode allowing the hand-held devices to be wirelessly uploaded,

downloaded and charged any time without user intervention. The Vendor shall be required to provide a daily, automated download routine and if asked provide a list of seizure eligible vehicles to all hand-held devices. Please refer to the section of this RFP entitled "Boot and Tow System" for a description of the City's seizure program. The Vendor shall also be required to provide on a routine basis as specified by the City, an automated download routine to provide, for example, a list of vehicles which have received a resident parking permit in the City of Fairfax and possibly a stolen vehicle hot list. System performance of the hand-held devices in terms of ticket issuance, response time, printing, data transmission of parking ticket data, etc..., shall not be adversely affected by the download and residence of the data files listed above. The software shall incorporate auto recovery techniques in cases of communications failure. Capability for officers to complete the data transfer operation from a remote site by modem shall be provided. Units should have a data slot that must support additional data storage and connectivity of peripheral equipment such as printers, cellular modems, or bar code readers. The data slot shall be easily accessible to the user of the system.

## Data Export/Import

The software must be capable of creating file formats that readily facilitate and accommodate data import/export between all aspects of the parking management system and external agencies.

## Reporting Including Ad Hoc Capabilities

The HHD and system shall provide a wide variety management reports, in electronic and hard copy form as specified by the City, on an individual user basis, user group basis or other basis according to the data components captured, for analysis and activity reporting. The Vendor shall provide a centralized ad hoc reporting server and database.

The vendor shall ensure that hand-held and base station generated data is in a format available for ad hoc analysis at the desktop level (i.e., the data can be accessed and extrapolated by all authorized networked PC users). Issuance data shall automatically update the ad hoc reporting server and database. The database shall be accessible from any PC workstation connected to the network. The Vendor shall provide a user-friendly, operationally efficient ad hoc reporting writer and query tool, which allows users to perform ad hoc queries based on any available data fields for any date range. The query

tool must allow data to be sent to a printer, file, or screen display. The Vendor shall provide a database dictionary which describes each data field in the ad hoc reporting database by listing field names and their corresponding textual descriptions.

Various report capabilities must be available from the system. By way of illustration, these reports would include an officer specific report of tickets written by location, time of day and violation type over a date range; a chronological listing of citations written by violation type, location and date range.

### Security

The system must allow the creation of a profile for each individual user. This profile must specifically detail the access rights and security privileges as defined by the system administrator. At a minimum, there must be three levels of password protected user logins -- 1 for officers, 1 for supervisors and 1 for an administrator with ability to configure devices. Access levels should include the ability to specify read only access, ability to insert records, ability to edit records, ability to delete any record, ability to delete only your records, and no delete capabilities whatsoever. The system must also provide a complete audit trail of every modification or transaction executed by a particular user.

<u>Ticket Information to be Captured by HHD</u> (to include but not limited to)

The following basic information will be stored in the hand-held device:

- a. Unique ticket number (mod formulation to be determined by City)
- b. Issue time(s) (time of issuance via automatic entry)
- c. Issue date (automatic entry)
- d. State
- e. Registration number and/or VIN#
- f. Plate Color
- g. Plate Type
- h. Vehicle Make
- i. Vehicle Color
- j. Vehicle Type
- k. Location
- I. Parking meter number
- m. Route
- n. Division (automatic entry)
- o. Zone (15min, 30min, 1hr, etc.)
- p. Issuing Officer Name
- q. Issuing Officer Badge Number
- r. Violation Identification Code and Phrase (s) with possible additional description
- s. Fine Amount
- t. Officer Notes

<u>HHD Capabilities for Turnkey System (to include but not limited to)</u> <u>Extensive scrollable comments/history field</u>

The software shall be capable of recording information on infractions and printing of Parking Tickets and other data as required (i.e., informational maps).

Use of system/login information to auto-fill fields such as Date, Time, User ID /Officer number, routes,

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initials, etc.

Simple prompts to enable officer to enter ticket information. Data entry should be intuitive and at no time during citation entry must the officer memorize codes for data entry. Entries must be selectable from a list or menu and follow a logical system flow. Use of alpha-numeric search for look-up and selection. Include means of tracking vehicles in a Timed Zone (and advise officers of vehicles in violation). The application must keep track of the original time the vehicle is 'timed' and record it on the ticket.

Ability to download scofflaw information to hand-held citation units and link/identify a vehicle as a seizure eligible scofflaw.

Ability to automatically search databases containing plate numbers, then instantly alert the officer to habitual offenders, stolen vehicles, or exempt vehicles. The message may also be audible, alerting the officer to the vehicle's scofflaw status.

Ability to download Resident Permits and associated vehicle registrations and link vehicles on the street to permit numbers.

Ability to search databases containing newly cancelled/expired or issued parking permits. Listing of all prior citations and ability to display any previous citations within a given time range, such as 24hrs, 72hrs, 5 days, etc.

Allowing additional descriptive information to be entered for qualifying the "Location" field.

Allowing manual data entry to supplement the selection in some fields.

A selection made in a primary field such as an Offense to trigger automatic updating of dependent fields (e.g. meter violations require meter numbers).

Ability to change the status of a citation including an auditable void function and reason for void, however, this will be ID dependent.

Ability to track all changes and adjustments made to a record to a specific individual, date and time.

Ability to restrict full data edit and delete capabilities only to authorized individuals.

When plate number is not available, providing alphanumeric field for (VIN #) information.

Provide an area for recording comments (public/private).

User confirmation prior to printing.

Hand held issued citations determined to be void by the City shall be excluded from billing by the Vendor. The Vendor's billing software shall be capable of reflecting the accurate count of void handheld issued citations and billing records submitted to the City shall reflect this count.

Ability to change the data entered into the hand-held device before printing. OCR and/or and Barcode printing of the ticket number.

OCR and/or Barcode payment processing of hand-held device produced tickets.

Ability to reprint any ticket or data.

Ability for the user to record that a ticket was issued but was not served.

Ability to house camera, take and record digital pictures for capturing, transmitting and storing such pictures in the appropriate systems for retrieval and documentation of the tickets, plates, vehicles, signs and additional images required to be captured.

The Vendor shall provide training for parking enforcement personnel relative to image capture. All images shall be date/time stamped.

Hardware for this purpose should be included in the unit at time of purchase so that this option feature could be activated, if and when the City desires to use this technology.

#### Other Requirements

## a. Software

The software must conform with the City's system specifications for the location.

## b. Physical/Environmental Characteristics

The unit must be capable of being stored without damage within the temperature range of -40 to 120 degrees F.

Hand-held device must be lightweight. (including batteries) to avoid user fatigue. It must be possible for the average person to hold the system unit easily in one hand for extended periods of time.

The hand-held device must be waterproof and dustproof and capable of withstanding repeated drops to concrete from a height of 3 feet.

#### c. Processor & Memory

The hand-held device at a minimum must have sufficient Static RAM memory.

Unit must have the ability to be upgradeable.

The system processor must function with sufficient MHz.

## d. Operating System

Standard operating system such as WINDOWS, Win CE, Windows Mobile or other acceptable mobile operating system.

## e. Keyboard/Screen

Proposed machines will be evaluated for interface quality. While it is not possible at present to define quantitative specifications for these characteristics, they are of substantial importance to the usability of the product. In particular, the interface must encourage efficient navigation within the application.

It must be possible to utilize the interface while wearing winter gloves in cold weather, without inadvertently hitting any other key.

Interface must offer tactile and/or audible feedback.

The display screen must be a backlit, shock-resistant, liquid crystal screen and support at least 160X160 pixels with a backlit display with adjustable font sizes. Displays should provide crisp characters that are easy to read. Display should not reflect glare from overhead lighting or other light sources. The display must be non-fatiguing so that it can be used for an extended period of time without eye discomfort to the operator.

#### f. Printer

Unit must permit the use of an integrated printer that physically is part of a one piece HHD.

The printer must be fully compatible with the hand-held device and the

Parking Enforcement Software.

The unit must be capable of being stored without damage within the temperature range of -40 to 120 degrees F.

The print head, connectors, and electronics must be sealed to protect against moisture.

The printer must be unaffected by humidity. Printer must be capable of printing in the rain.

The field printer must be capable of printing an official looking form.

The printer must be capable of printing enlarged, emphasized, and condensed characters; sideways and upside down fonts; and programmable graphics.

The printer must be able to print machine-scannable bar codes and other characters, such as OCR.

The ticket design and print layout shall allow for the minimum print speed. The print speed must be such that an 8-inch form can be printed in 20 seconds or less.

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The image printed onto the form must remain legible and not smear when the form becomes wet. Ability to print on coated/waterproof paper.

## g. <u>Tickets/Printer Supplies</u>

Providing all paper and envelopes and any other supplies to render hand held devices fully operational for the duration of the contract entered into pursuant to this RFP. A waterproof envelope, used by the public to remit payment or to send a dispute, will accompany all issued violations. Envelopes will be of a color and size specified by the City. The envelopes will include an address to a Post Office Box with barcode, an area for a return address and an area for a postage stamp.

#### h. Training

Provide an appropriate amount of on-site training for employees at time of implementation.

Offer follow-up training 10-12 weeks after software installation.

Provide on-site ongoing refresher training at intervals determined by the City. Provide skill/user specific-training for new-hire Parking Enforcement Officers, existing officers, supervisors, and City administrators.

## Maintenance Contract

The Vendor shall provide access to a staffed Help Desk Call Center to report a problem from 6:00 am to 7:00 pm Eastern Standard Time, 7 days a week (this time is subject to change if the hours of enforcement are changed).

Turn around time of 48 hours for replacement equipment; if repair is longer, new and fully configured HHD's ready for service upon receipt.

Maximum response time of four hours for support calls placed or by 7:00 pm EST. Software upgrades shall be scheduled at an operationally and efficient time and approved by the City.

The Vendor shall provide a schedule for preventative maintenance by manufacturer or certified technician (minimum twice yearly).

#### Warranty

The Vendor shall supply, through the manufacturer, a standard manufacturers (12 month) warranty covering all Parts and Labor for all hardware and software proposed.

#### Documentation

A pre-installation visit is required to determine site preparation requirements for implementation and training. The results of this visit should facilitate an accurate timetable for total implementation in terms of time, tasks and other variables. The following documentation must be available at the time of delivery/contract execution:

- a. Technical reference manual, which describes in detail all of the hardware. The manual must include a general description of major components of the system. The technical manuals must be published by the original equipment manufacturer. Any third party components must also be documented to the same level of detail and included as appendices in the technical manual. The manual must be available in English.
- b. A minimum of two operator/user manuals which consists of at least the following: User and reference materials for all hardware/software options. Documentation for power and environmental requirements. Reference manuals for diagnostics and power-on self-test. Complete installation instructions and configuration description. Complete preparation and packaging instructions for shipping and transport.

## Additional HHD Requirements

The Vendor must submit a design document describing hardware and software specifications prior to system implementation.

Such devices shall have an ergonomically correct carriage and operation by left or right- handed personnel and must include a carrying strap or other device to minimize fatigue.

The screen must be clearly readable in direct sunlight and after exposure to direct sunlight.

The display keys must have sufficient automatically adjustable lighting to facilitate use after dark and whenever low lighting conditions exist.

Such devices shall include a real-time standard clock to provide date and time stamps for all operational functions.

Application software shall use the computers real time (standard) clock to provide date and time stamps for all operational functions including vehicle registration number observations, over-timing of vehicles at meters and for time-based observation for ticket issuance. The internal clock shall be synchronized on a daily basis with the host pc.

The application must automatically synchronize the date and time between base station(s) and hand-held devices on a daily basis.

The system must automatically adjust to daylight savings / standard time changes without any manual intervention. Daylight savings / standard time changes shall be automatically reflected on all hand-helds.

The Vendor shall state maximum battery charge times.

The Vendor shall state maximum download and upload of data times and shall indicate if such data transmission can be accomplished simultaneously with battery charging and other application synchronization functions (i.e., update of violation codes, fine amounts, etc...).

The Vendor shall provide documentation to substantiate any field test claims relative to hardware proposed.

The ticket number must print on the ticket in a scannable format for processing through high-speed TRP devices.

Ticket paper stock must be highly durable such that the OCR-A scan line on tickets produced and processed through the US Post Office (i.e., mailed through the US Post Office, in envelopes approved by the City for use at point of issuance, and received at the lockbox processing facility) can be successfully read and the tickets processed through

the Vendor's automatic payment processing equipment located at the Vendor's lockbox processing facility without any equipment (payment processing equipment) adjustment required. The Vendor shall submit acceptance testing documentation to substantiate fulfillment of this requirement.

Ticket numbers shall print in an OCR-A readable and landscape format.

The Vendor's hand-held application shall accommodate preprinted and free form printing.

The hand-held device application shall generate the issuing officer's signature or like authentication as determined by the City, and badge number on each ticket.

A group mode function shall be provided for situations in which automated repetition of data for multiple violations in the same location or for the same violation can hasten the issuance process.

The hand-held device application shall accommodate incident and trouble reporting, in the field, such as broken parking meters, missing signs, etc... and shall accommodate the daily reporting of such information.

The hand-held device application shall provide the ability for officers to record drive-off violators.

The Vendor's system shall provide an end of shift summary printable by each officer on such officer's hand-held device, and shall include at a minimum the date worked and total tickets issued.

The Vendor's hand-held application shall accommodate the entry of both private and public comments.

The Vendor shall provide written revised documentation for all hardware and software updates and enhancements including changes to peripheral equipment and supplies (i.e., violation code and amount changes, changes to batteries, carrying straps, docking stations, keypads, etc...).

The Vendor's base station application shall generate confirmation that all data transmitted has been accounted for and successfully transferred from the hand-held device to the base station(s) after each transfer action. Exception reports must be generated and correction procedures must be described.

The base station application shall accommodate transfer of updated files and software revisions from the base station to the hand-helds.

The Vendor's application shall accommodate entry at the base station of data from hand written tickets and data entry procedures for such functionality shall be provided by the Vendor.

The Vendor's application shall accommodate entry at the base station of officer status information for, at a minimum, officers not in the field.

The Vendor's application shall generate a hand-held inventory tracking log which tracks, at a minimum, devices in use, devices sent for repair, devices lost, devices stolen, and the corresponding date of each event and return to service or replacement date.

The Vendor's application shall provide for easy back up and restoration of data based on user-defined parameters.

The Vendor shall produce on a daily basis a transmission report to substantiate successful transmission of hand-held data to the Vendor's core parking violation system.

The Vendor's application shall automatically (unattended) scan for the presence of hand- held devices placed in cradles and when detected automatically upload ticket data from the hand-held devices to the base station(s) and download to the hand-held devices from the base station(s) any updated information or updated operational software.

#### **SECTION 5.25**

## **Document Image Processing and Workflow Management System**

The vendor must provide a document image processing system for document storage, retrieval, and workflow management. This document image processing system must be fully integrated with all systems and subsystems of the Vendor's PVPMISS.

All lockbox-received parking ticket related correspondence will be imaged at the lockbox processing facility

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by the Vendor. The Vendor's scanning device(s) must accommodate correspondence items which will likely contain two or more pages containing typed, machine printed or handwritten text of various sizes, weights, and colors, as well as photographs or drawings which will require imaging. The envelopes which contain correspondence must also be imaged in order to capture the postmark date of the correspondence. Correspondence is also frequently enclosed inside actual parking tickets; therefore, some parking tickets received at the lockbox require imaging.

Additional documents, such as disposition forms, refund forms, and correspondence received at the City, shall be sent to the Vendor for imaging and scanning by the Vendor. All correspondence sent to the Vendor by the City must be indexed to the parking tickets described in the correspondence. In addition, all handwritten paper parking tickets issued by the officers must be scanned and indexed into the document imaging system for easy retrieval via the PVPMISS as well. Paper tickets should be given a unique indexing symbol to differentiate them from correspondence images.

The workflow management system must be integrated with the City's PVPMISS so that City personnel can perform customer service functions and claims processing by viewing correspondence images simultaneously with detailed plate and violation data. In addition, the system must be organized into "holding tanks" or "queues" for the various levels of completion: newly arrived, pending research, awaiting a hearing, done, etc., so that City personnel can move the images and correspondence from one location to another.

#### SECTION 5.26

#### Collection Agency Services

The vendor shall provide collection agency services as requested by the City. The City will pay the vendor a fee based on percentage of the revenue it collects for services provided under this Section. This percentage of revenue to be paid to the vendor shall include all costs for the services including those listed below. The amount to be paid to the vendor shall be included in the vendor's monthly invoice to the City and shall not be netted out of

the revenue collected by the vendor on behalf of the City for these services. The vendor shall perform the following Special Collections functions:

- a. Analysis of the database to select tickets that meet the targeted population identified by the City.
  b. Search multiple data bases to obtain the most accurate and up to date name and address information for the vehicle owner.
- c. Design and creation of the Notices to be sent (up to 3). All costs associated with the design, purchase of paper stock, printing, mailing and first class postage shall be included in the process and included in the vendor's fee for these services.
- d. Process any and all payment transactions as well as the scanning of correspondence received.
- e. Provide management audit reports to the City on a monthly basis.
- f. Generate a monthly billing report to the City.
- g. Outbound Calling as a last attempt to reach out to the constituent, all unpaid tickets at the end of the noticing cycle will be turned over to the vendor's Outbound Calling agent. The Outbound Calling agent will send out name and address information in order to obtain phone numbers for the process.

#### **SECTION 5.27**

## On Line Customer Ticket Information Portal

The On Line Ticket Information Portal is an Internet application that provides customers with the ability to

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create an account from which they can review tickets and notices for up to at least four vehicles and proactively manage parking ticket activity by the City providing them timely alerts about critical events in the ticketing life-cycle. The system will require that a user provide key information from a vehicle registration to verify the identity of the individual and the vehicle(s) before granting access to the parking ticket information. Only those vehicles that have received a parking ticket will be eligible for enrollment in the service. The portal also allows customers to see any available pictures taken by Parking Control Officers when tickets were issued.

The system will track the last time an account was accessed and will delete accounts that have not been accessed for more than one year after providing a series of notifications to account holders. In order to access the system users must create a user name and password which must be entered each time the system is accessed. The system must contain security checks to ensure the confidentiality of account data.

Users can request to be notified about any of the following events when they occur:

- a. A new ticket has been issued.
- b. Penalty is about to be applied to a ticket.
- c. Notification of ticket dispute decision
- d. Payment was made
- e. A hearing is upcoming
- f. A ticket is about to be sent for collection.
- g. Tickets are about to be marked at the VA DMV.

When receiving notifications or looking up a ticket, users will be given several options including paying for tickets, viewing ticket images if available and viewing ticket details.

#### **SECTION 5.28**

## Reports

The Vendor shall provide accurate and timely reports on a daily, weekly, monthly basis. Reports should be available via standard production reports and Business Objects for customized and ad hoc reporting.

#### **SECTION 5.29**

## Contract Term:

The contract award resulting from this RFP shall be for a period of five (5) years and renewable at the discretion of only the City for five (5) additional one-year terms.

#### **SECTION 5.30**

## Pricing Structure

- Handheld Devices: Hand-held devices should be priced on a price per unit basis to be leased over the base contract term.
- 2) Violation Processing
  - a. The turnkey violation processing services should be priced as a monthly flat fee which is *not* predicated on the number of tickets issued or paid.
- 3) Collection Agency Services Collection fee based on percentage of the revenue vendor collects.

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#### SECTION 5.31

#### **Evaluation Criteria**

- 1) After receipt of proposals, a selection committee will use the following evaluation criteria in addition to the information submitted in this RFP to select the contractor for this service:
  - The ability, capacity and skill of the contractor, its staff, and employees to perform the a. desired services.
  - Credentials, character, integrity, reputation, experience, and references of contractor. Cost and cost related aspects of conducting the work. b.
  - c.
  - The contractor's ability to respond to the particular needs of the City of d. Fairfax.

#### **SECTION 5.32**

#### Award of Contract

Selection may be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request For Proposal. Negotiations may then be conducted with each of the Offerors so selected. Price will be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City of Fairfax may select the Offeror which, in its opinion, has made the best proposal and may award the contract to that Offeror. Should the City of Fairfax determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

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# STATEMENT OF DISCLAIMER

This is to certify that no employee, official or elected officer of the City has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services, as referenced above.

It is agreed that this Bid shall be binding for a period of thirty (30) days from the date fixed for the Bid Opening,

unless extended by mutual consent of both parties.	
(Name of partnership or corporation or signature of individual making Bid)	
	(Signature of person
authorized to make Bid - firm or corporation)	
Date	
(Name of Offeror)	
Ву	
(Signature) Title	
Address	
Where Offeror is a corporation, add:  Attest:  Witness	
Date:	
State of	
County of	
To-wit:	
I, the undersigned, a Notary Public in and for the County and State aforesaid the day of, 20, do hereby certify that	
to the foregoing Statement bearing date of, 20, this day per-	
and State aforesaid and acknowledged the same before me GIVEN under m	y hand and seal this day of,
20	
Notary Public	(SEAL)
Hotaly i dollo	(SLAL)

Name of Bidder:\_\_\_\_

# REQUEST FOR PROPOSAL "PRICING FORM"

(SIGNATURE)

REQUEST FOR FROI OSAE T	TONG FORM	
MAIL TO: City of Fairfax (City Hall) 10455 Armstrong Street Finance/Purchasing, Room 312 Fairfax, VA 22030		
PROPOSAL NO.:	14016 (re-post)	
PROPOSAL DUE DATE:	June 13, 2014 at 3:00PM (NO PUBLIC OPENING)	
Sir or Madam:		
·	uctions and the General Terms and Conditions have been crements stated therein. Any exceptions to the specifications form.	_
Parking Violation/Parking Ma	nagement Information Services System	
COST:		
OFFEROR		
ADDRESS		
		-
TELEPHONE		
PROPOSAL SUBMITTED BY		

COMPLETE AND RETURN ONE (1) COPY OF THIS FORM (IN A SEPARATE SEALED ENVELOPE FROM THE RFP SUBMITTAL PACKAGE)

DATE\_\_\_\_\_

## General Terms and Conditions (some items may be repeated from above)

The City of Fairfax reserves the right to reject any and/or all proposals/bids received as a result of this RFP/IFB. If a proposal is selected, it will be the most advantageous regarding quality of service, qualifications and capabilities of the service providers, speed and availability of delivery of the work product, and other factors considered important to the City.

Proposals must be signed by an official authorized to bind the contractor to its provisions for a period of at least 90 days. Failure of an otherwise successful proposal to accept the obligations of the contract will result in cancellation of any award anticipated.

Should it become necessary to revise any part of the RFP, addenda will be provided, and deadlines may or may not be extended.

Proposals should demonstrate the consultants' professional capabilities, provide past project experience, and outline in detailed form the scope of work anticipated.

#### I.1 Submission of Bids

- A. When proposals are mailed in, not identified as specified, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. The City reserves the right to declare such a proposal as non-responsive.
- B. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections may be made. Corrections must be initialed and dated in ink by the person signing the proposal.
- C. In case of an error in price extension, the firm fixed unit price shall govern.

#### I.2 Late Bids

Late bids will be returned to the offeror UNOPENED if the offeror's return address is shown.

#### I.3 F.O.B. Destination

Quotations to be F.O.B. destination. If otherwise, show exact cost to deliver. Proposal unit price on quantity specified, extend and show total.

## I.4 Firm Pricing for City Acceptance

Proposal price must be firm for City acceptance for sixty (60) days from the proposal opening date.

#### I.5 Authority to Bind Firm in Contract

Proposals must give full firm name and address of the offeror. Failure to manually sign the proposal may disqualify it from being considered. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

#### I.6 Withdrawal of Proposals

An offeror may withdraw his proposal from consideration if the proposal price is substantially lower than the other offers due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity or of work, labor, or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly

shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The offeror must give notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure. Any claim of an offeror for withdrawal shall be governed by section 2.2-4365 Code of Virginia, as amended, which is incorporated herein by reference.

## I.7 Exemption from Taxes

The City of Fairfax is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate is available upon request.

## I.8 Samples

Samples of items, when required, must be furnished free of expense to the City and if not called for within fifteen days from date of proposal opening, same will be disposed of to the best interest of the City.

## I.9 Delivery

- A. Time of delivery or performance of services is a part of the consideration and must be stated in definite terms in the space provided on the bid form.
- B. The right is reserved to purchase in the open market and charge any difference to the vendor in the event delivery or completion is not made at agreed specified time, unless written extension has been previously granted by the purchasing agent.

# I.10 Rights of City

- A. The City reserves the right to reject any or all proposals/quotations, to accept any items thereon, to waive technicalities or informalities, and to make the award to the most responsible offeror after final negotiations have been reached.
- B. When more than one proposal is offered by any one firm or agent, by or in the name of his clerk, partner, or other agent or representative, the City reserves the right to reject all such proposals.
- I.11 Employment Discrimination by Contractors Prohibited

In every contract over \$10,000 the provisions in A. through E. below apply:

A. During the performance of a contract, the contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. A faith-based organization contracting with the city (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by Code of Virginia Sec. 2.2-4343.1 on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with the city to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the city. Nothing in clause (ii) shall be construed to supercede or otherwise override any other applicable state law.

Name of Bidder	:

- B. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- C. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- D. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon such subcontractor or vendor.
- I.12 Immigration Reform and Control Act of 1986
  - A. By submitting a bid, the Offeror certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- I.13 License Requirement

All firms doing business in the City of Fairfax are required to be licensed in accordance with the City's Business Professional, and Occupational Licensing (BPOL) Tax Ordinance. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of the Revenue, 703-385-7884.

I.14 Payment of Taxes

All offerors located or owning property in the City of Fairfax shall assure that all real and personal property taxes are paid prior to submitting a bid. The City will verify payment of all real and personal property taxes by the successful offeror prior to the award of any contract.

## I.15 Insurance

- A. When noted **"REQUIRED"** on the front page of this Request for Proposal, within 15 calendar days from notification of contract award, the contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically workers' compensation insurance in accordance with the laws of the State of Virginia, public liability and property damage. All premiums and cost shall be paid by the contractor. The contractor further certifies that these insurance coverages will be provided during the entire term of the contract, with 30 days notice of cancellation, renewal or any other change in coverage including non-renewal.
- B. Insurance Coverage and Limits Required

Minimum limits of coverage for contractors and subcontractors, if used, prior to the start of work under the contract:

- Workers' Compensation Standard Virginia Workers' Compensation Policy
- Broad Form Comprehensive General Liability \$10,000,000 per occurrence combined single limit for bodily injury and property damage coverage to include:
- Premises Operations;
- Products/Completed Operations

- Contractual; Independent
- Contractors; Owners and Contractor
- Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)
- Automobile Liability \$2,000,000 Combined Single Limit

The City of Fairfax, its officials, employees, agents and representatives shall be named as additional insured's.

#### I.16 Hold Harmless Clause

The contractor agrees to indemnify, defend and hold the City of Fairfax, its officials, employees, agents and representatives harmless from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The contractor agrees that this clause shall include claims involving infringement of patent or copyright.

#### I.17 Method of Payment

Upon receipt of invoice and upon final inspection and acceptance, the City will render payment within thirty (30) days. Invoices shall be submitted to:

City of Fairfax

Accounts Payable

10455 Armstrong Street

Fairfax, Virginia 22030

Or electronically at: <a href="mailto:AccountsPayable@fairfaxva.gov">AccountsPayable@fairfaxva.gov</a>

# \*\*PLEASE NOTE: The City may pay some or all invoices via City Purchase Cards/p-cards (MasterCard)\*\*

#### I.18 Requirements of Bonds

A. BID BOND - When noted **"REQUIRED"** on the front page of this Request for Proposal, a certified check or bid bond in the amount of 5 percent of the total proposal shall accompany the proposal.

When noted **"REQUIRED"** on the front page of this Request for Proposal, within fifteen (15) days from notification of contract award (in excess of \$50,000) the successful offeror shall furnish the following:

- B. PERFORMANCE BOND in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract, and
- C. PAYMENT BOND in the sum of the contract amount conditioned upon the prompt payment for all labor, materials, public utility services and rental of equipment used in the prosecution of the work for the contract.

The bonds shall be made on official forms furnished by the surety company, executed by the contractor and a surety company authorized to do business in Virginia in accordance with the laws of Virginia and the rules and regulations of the State Corporation Commission. The bonds shall include authorized signatures and titles in order to be considered properly executed.

In lieu of payment or performance bonds, the contractor may furnish a certified check or cash escrow in the face amount required for each of the bonds that will be held for the full statutory period as applicable for each bond.

#### I.19 Statement of Disclaimer

The Statement of Disclaimer must be executed and returned with the proposal.

## I.20 Ethics in Public Contracting

The offeror expressly warrants that the price or prices quoted herein are not the result of an agreement or understanding expressed or implied, with any other offeror or offerors.

#### I.21 Clarification of Terms

Failure to observe the above General Contract Terms and Conditions will constitute grounds for rejection of your proposal. Verify your quotation before submission as it can only be withdrawn or corrected after opening under circumstances described above under "Withdrawal of Proposals". Any questions about the specifications or other solicitation documents should be directed to the City Agent whose name appears on the face of this Request for Proposal no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the purchasing office and posted on the City website.

#### I.22 No Bid Status

If you do not quote, return the Request for Proposal form marked **"NO BID"** and state the reason. Otherwise, your name may be removed from our bidder's list.

#### I.23 Use of Brand Name or Equal

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the City of Fairfax, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs, and technical details to enable the City of Fairfax to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid\proposal will be considered to offer the brand name product referenced in the solicitation.

#### I.24 Condition of Items

All items quoted shall be new, in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.

## I.25 Substitutions

No substitutions or cancellations are permitted without prior written approval by the City Agent.

#### I.26 Anti-Trust

By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the City of Fairfax all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Fairfax under said contract.

#### I.27 Contract Documents

The contract entered into by the parties shall consist of the Invitation for Bid/Request for Proposal, the signed bid/proposal submitted by the contractor, the City of Fairfax's Standard Purchase Order/Contract, and all terms and conditions, all of which shall be referred to collectively as the Contract Documents.

## I.28 Changes to the Contract

The City may order changes within the general scope of the contract at any time by written notice to the Offeror. The Offeror shall be compensated for any additional costs incurred as a result of such order. Said compensation shall be determined by mutual agreement between the parties in writing.

## I.29 Contractual Disputes

A. Contractual claims, whether for money or other relief, shall be submitted to the Purchasing Office in writing no later than sixty (60) days, after final payment; however, written notice of the Contractor's intention to file a claim for compensation above that required by the contract shall be given at the time of occurrence or beginning of work upon which the claim is based. If such notice is not given, any claim for additional compensation or time extension arising from or related to such occurrence or work shall conclusively be deemed waived. The Contractor shall continue performance during the pendency of any claim or dispute and following any decision thereon. The Purchasing Official shall render a final decision on any claim within sixty (60) days of its submission or within one hundred twenty (120) days after final payment, whichever is later. Failure by the Purchasing Official to render a decision shall be deemed a denial of the claim as of the latest date a response was required.

#### I.30 Hazardous Substances

- A. If the items or products requested by this solicitation are "Hazardous Substances" as defined by the 3.1-250 of the Code of Virginia (1950), as amended, or .1261 of Title 15 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of 3.1-252 of the Code of Virginia or Title 15 U.S.C. .1263.
- B. Material Safety Data Sheets and descriptive literature shall be provided on all toxic or hazardous substances. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.

## I.31 Class A or B Contractor

When note "**REQUIRED**" on the front page of this Request for Proposal, the offeror shall show evidence of having a license to engage as a Class A or B contractor in Virginia.

#### I.32 Precedence of Terms

In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

## I.33 Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For this purpose, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### I.34 Cooperative Procurement (use of this contract by other public bodies)

This procurement is being conducted by the City in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a the City contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. The Metropolitan Area Council of Governments (COG) rider clause is attached at the end of this document.